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SECTION B -- SUPPLIES OR SERVICES AND PRICES

B.1 B-010 TYPE OF CONTRACT

MAY 1995

This is a Indefinite-Delivery/Indefinite-Quantity (IDIQ) type contract. Task orders shall be issued on a firm-fixed-price labor basis, supplies and equipment can be firm-fixed price or cost reimbursable, travel and DBA insurance shall be cost reimbursable only.

B.2 B-004 MINIMUM AND MAXIMUM CONTRACT AMOUNTS - MAY 1995 INDEFINITE QUANTITY CONTRACT

(a) The minimum for this indefinite quantity contract shall be any quantity or combination of supplies and services equal to the amount(s) set forth below. If this contract contains options, the minimum for each option shall apply separately and independently to that option.

Base \$100,000.00

(b) The maximum for this indefinite quantity contract (including options) shall be any quantity or combination of supplies and services equal to \$200,000,000.000.

B.3 B-012 LIMITATION OF COST OR LIMITATION OF FUNDS MAY 1995

FAR 52.232-20 "LIMITATION OF COST" or FAR 52.232-22 "LIMITATION OF FUNDS," as appropriate, shall apply separately and independently to each separately identified estimated cost.

B.4 B-015 TRAVEL COSTS (COST-REIMBURSEMENT)

NOVEMBER 1996

- (a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with its usual accounting practices consistent with FAR Subpart 31.2, specifically FAR 31.205-46. Travel must be directly related to and required for performance of this contract, and authorized in advance and in writing by the Contracting Officer's Representative (COR). In no event shall costs associated with employee commuting be reimbursable as a direct cost under this contract.
- (b) The Contractor shall include a breakout of all authorized travel expenses as an attachment to its invoices. Administrative support (coordination of travel arrangements, etc.) will be the responsibility of the Contractor.
- (c) Should any Contractor personnel be requested to perform in any area which has been determined by the Department of State to be a hazardous duty area, hazardous duty premium pay will be payable at the same rate as would be given to Department of State direct-hire employees pursuant to Chapter 650 of the U.S. Department of State Standardized Regulations (Government Civilians, Foreign Areas). Each employee will be notified upon arrival at any hazardous duty area of the applicable rates, terms and conditions at the time of performance. Hazardous duty premium pay shall not be burdened with any indirect costs (e.g., overhead, G&A) or fee/profit.
- (d) When local travel between the Contractor employee's regular place of performance and other locations is specifically authorized by the COR, transportation expenses shall be allowable costs under this contract. For the purposes of this clause, local travel means travel within a 50 mile radius of the Contractor employee's regular place of performance and does not include daily commuting or associated costs.
- (e) For travel where use of a personal automobile has been specifically authorized by the COR, reimbursement shall be computed on the basis of actual miles traveled from stat starting point to destination. Other related miscellaneous expenses, such as tolls and parking fees, incurred in the performance of tasks authorized under this contract, will be reimbursed. Car rentals require advance approval by the COR and will be authorized only when consistent with good business practice. Allowable costs shall not exceed the

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actual cost of renting a compact automobile (a maximum of one for five Contractor personnel), unless extenuating circumstances (e.g., excess baggage) require other arrangements and subsequent COR approval is obtained.

- (f) The Government will reimburse the Contractor for Contractor employee's travel time to or from other authorized work locations; except that for labor categories which are exempt from the Fair Labor Standards Act, a reimbursement will be allowed only for travel during the employee's regular working hours. The Contractor will not be reimbursed for time spent in stand down or temporary layovers for the convenience of the Contractor except as authorized by the Federal Travel Regulations.
- (g) The Contractor shall be responsible for ensuring that all personnel who will be required to travel outside the United States have current and valid passports. The Contractor shall also be responsible for obtaining any visas required for travel to foreign countries under this contract. The Contractor shall make no direct labor charges for obtaining/maintaining passports and/or visas.

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B.5 FILE SCHEDULEB.DOC

Pricing Table/Schedule:

CLIN Description

Base Year:

0001	Description Program Fixed Price Labor	Quantity TBD via Task Order	Unit As Proposed	Unit Price See Note A As proposed
0002	Fixed Price Training Labor	TBD via Task Order	As Proposed	See Note B As proposed
0003	Fixed Price Other Labor	TBD via Task Order	As Proposed	See Note C As proposed
0004	Firm Fixed Price Supplies & Equipment	TBD via Task Order NTE		See Note D \$4,000,000.00
0005	Reimbursable Supplies & Equipment	TBD via Task Order NTE		See Note E \$4,000,000.00
0006	Travel	TBD via Task Order NTE		See Note F \$14,000,000.00
0007	DBA Insurance	TBD via Task Order NTE		See Note G \$625,000.00
Option	n Year One:			
CLIN 1001	Description Program Fixed Price Labor	Quantity TBD via Task Order	Unit As Proposed	Unit Price See Note A As proposed
1002	Fixed Price Training Labor	TBD via Task Order	As Proposed	See Note B As proposed
1003	Fixed Price Other Labor	TBD via Task Order	As Proposed	See Note C As proposed
1004	Firm Fixed Price Supplies & Equipment	TBD via Task Order NTE		See Note D \$4,250,000.00

Quantity

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1005	Reimbursable Supplies & Equipment	TBD via Task Order NTE		See Note E \$4,250,000.00
1006	Travel	TBD via Task Order NTE		See Note F \$14,250,000.00
1007	DBA Insurance	TBD via Task Order NTE		See Note G \$650,000.00
Option	Year Two:			
CLIN 2001	Description Program Fixed Price Labor	Quantity TBD via Task Order	Unit As Proposed	Unit Price See Note A As proposed
2002	Fixed Price Training Fixed Price Labor	TBD via Task Order	As Proposed	See note B As proposed
2003	Fixed Price Other Labor	TBD via Task Order	As Proposed	See Note C As proposed
2004	Firm Fixed Price Supplies & Equipment	TBD via Task Order NTE		See Note D \$4,500,000.00
2005	Reimbursable Supplies & Equipment	TBD via Task Order NTE		See Note E \$4,500,000.00
2006	Travel	TBD via Task Order NTE		See Note F \$14,500,000.00
2007	DBA Insurance	TBD via Task Order NTE		See Note G \$675,000.00
Option	Year Three:			
CLIN 3001	Description Program Fixed Price Labor	Quantity TBD via Task Order	Unit As Proposed	Unit Price See Note A As proposed
3002	Fixed Price Training Labor	TBD via Task Order	As Proposed	See Note B As proposed
3003	Fixed Price Other Labor	TBD via Task Order	As Proposed	See Note C As proposed
3004	Firm Fixed Price Supplies & Equipment	TBD via Task Order NTE		See Note D \$4,750,000.00
3005	Reimbursable Supplies & Equipment	TBD via Task Order NTE		See Note E \$4,750,000.00
3006	Travel	TBD via Task Order NTE		See Note F \$14,750,000.00
3007	DBA Insurance	TBD via Task Order NTE		See Note G \$700,000.00

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Option Year Four:

CLIN 4001	Description Program Fixed Price Labor	Quantity TBD via Task Order	Unit As Proposed	Unit Price See Note A As proposed
4002	Fixed Price Training Labor	TBD via Task Order	As Proposed	See Note B As proposed
4003	Fixed Price Other Labor	TBD via Task Order	As Proposed	See Note C As proposed
4004	Firm Fixed Price Supplies & Equipment	TBD via Task Order NTE		See Note D \$5,000,000.00
4005	Reimbursable Supplies & Equipment	TBD via Task Order NTE		See Note E \$5,000,000.00
4006	Travel	TBD via Task Order NTE		See Note F \$15,000,000.00
4007	DBA Insurance	TBD via Task Order NTE		See Note G \$725,000.00

Notes:

Note "A" Program Labor: Task orders utilizing CLIN X001 shall be firm-fixed-price labor. Offerors shall propose labor category(s) based on their experience to meet this requirement as detailed in Section C. Offerors may utilize any unit that will fit their technical approach. Based on historical data hourly rates are the most common unit utilized. The rates proposed shall be fully burdened. Rates proposed shall be utilized to calculate the Fixed Price Labor of each task order issued.

Note "B" Training Labor: Task orders utilizing CLIN X002 shall be firm-fixed-price labor Offerors shall propose labor categories based on their experience to meet this requirement as detailed in Section C. Offerors may utilize any unit that will fit their technical approach. Based on historical data hourly rates are the most common unit utilized. The rates proposed shall be fully burdened. Rates proposed shall be utilized to calculate the Fixed Price Labor of each task order issued.

Note "C" Other Labor: Task orders utilizing CLIN X003 shall be firm-fixed-price labor. Offerors shall propose labor categories based on their experience to meet this requirement as detailed in Section C. Offerors may utilize any unit that will fit their technical approach. Based on historical data hourly rates are the most common unit utilized. The rates proposed shall be fully burdened. Rates proposed shall be utilized to calculate the Fixed Price Labor of each task order issued.

Note "D" Fixed Price Supplies & Equipment: Task orders utilizing CLIN X004 shall be fixed-price. Offerors may utilize this line item for supplies & equipment for individual task orders. If this line item is utilized all rates will be subject to negotiations for each individual task order.

Note "E" Reimbursement Supplies & Equipment: Task order utilizing CLIN X005 shall be reimbursable only (unburdened). Offerors may utilize this line item for supplies and equipment for individual tasks.

Note "F" Travel: Task orders utilizing CLIN X006 shall be reimbursable only (i.e. unburdened) item in accordance with Federal Travel Regulations only.

Note "G" DBA Insurance: Task orders utilizing CLIN X007 shall be reimbursable only (unburdened).

Definitions:

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Program Labor: Based on the technical approach this is labor that handles administrative matter that may include quality assurance, reports, etc. This may include program manager(s), technical support, etc. This labor shall be fully burdened to include profit, overhead, G&A, etc.

Training Labor: Based on the technical approach this is labor that is directly related to training functions. This may include project manager, subject matter experts, instructors, etc. This labor shall be fully burdened to include profit, overhead, G&A, etc.

Other Labor: Based on the technical approach this is labor that is not covered by CLINs X001 or X002. This labor shall be fully burdened to include profit, overhead, G&A, etc

Travel: Travel costs must be specified in each task proposal submitted by the contractor. All travel shall be in accordance with the Federal Travel Regulation (FTR; available: www.gsa.gov). The Contractor forfeits its right to reimbursement for any travel not in accordance with the FTR. Only these costs are reimbursable; the Contractor shall not apply profit, overhead, G&A, etc. to this line item when invoicing for these costs.

Supplies & Equipment: Unless otherwise specified, the Contractor shall be responsible for providing all supplies and equipment necessary to complete a given task. Supplies and equipment costs must be specified in each task proposal submitted by the contractor. The Contrator shall specify if CLIN X004 or X005 is being utilized. CLIN X004 costs are fixed price items and are subject to negotiations. CLIN X005 costs are reimbursable only; the Contractor shall not apply profit, overhead, G&A, etc. to this line item when invoicing for these costs, unless this would differ from CAS disclosure statement.

DBA Insurance: The Contractor shall provide Defense Base Act insurance to its employees in accordance with FAR Clause 52.228-03 and DOSAR Clauses 652.228-71 & 652.228-76 (see Section I). Only these costs are reimbursable; the Contractor shall not apply profit, overhead, G&A, etc. to this line item when invoicing for DBA insurance.

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 C-003 INCORPORATION OF CONTRACTOR'S TECHNICAL MAY 1995 PROPOSAL

- (a) The Contractor shall perform this contract in accordance with its technical proposal dated TBD and any revisions thereto submitted in response to Solicitation No. SAQMPD06R1005.
- (b) The Contractor's technical proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" clause in SECTION I of this contract. Under the "ORDER OF PRECEDENCE" clause, the Contractor's technical proposal shall follow "the specifications" in the order of precedence.

C.2 FILE SCOPE.DOC

Performance Work Statement: Global Peacekeeping Operations Initiative (GPOI)

Table of Contents:

I. Background

II. Scope

III. Requirements

IV. Specific Tasks

V. Qualifications

VI. Reports

VII. Summary of Objectives

I. Background:

The Global Peacekeeping Operations Initiative is a presidential initiative. GPOI addresses the worldwide need for greater capacity to supply trained soldiers and stability operations police to take part in peace support operations. This includes United Nations Peacekeeping Operations and non-UN peace support operations. GPOI is intended to help suitable and appropriate foreign militaries and regional organizations, through training and provision of appropriate equipment. This will develop and improve sustainable capacities to deploy and conduct peace support operations when and where needed in the world, particularly in Africa excluding ACOTA partner nations.

GPOI also is aimed at improving the interoperability capacities of foreign militaries in order to facilitate their participation in international and multinational peace support operations, including United Nations Peacekeeping Operations.

II. Scope:

The Office of Plans, Policy and Analysis of the Bureau of Political-Military Affairs administers GPOI. GPOI training and equipping activities may take place anywhere in the world where the United States and the host country have agreed. Specific countries to receive training and equipment will be designated by the U.S. government.

III. Requirements:

The contractor will employ trainers with suitable military and and/or peace operations skills to conduct training events under GPOI. The contractor will individually tailor training events, will train partner-nation trainers and militaries, as well as personnel of regional and sub-regional security organizations, and will provide training at existing partner-nation

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training facilities where possible. There are five overall categories of tasks involved in GPOI:

- (1) preparing and planning for peace operation-focused training and exercise activities in foreign countries to be determined,
- (2) providing classroom and field instruction, seminars and workshops overseas in foreign countries to be determined.
- (3) developing and conducting Command Post Exercises with embedded computer-assisted simulation (CPX/CAX) in foreign countries to be determined,
- (4) producing, acquiring and shipping required training materials and equipment, and
- (5) program support.
- IV. Specific Tasks:
- A. Training Labor:
- (1) Preparing and planning for peace operation-focused training and exercise activities in foreign countries to be determined.
- a. This includes evaluating host nations training and support needs. The contractor will attend planning conferences and conduct assessments as required. This usually includes a Training Strategy Conference, which is a seminar focused on developing a top-level strategy for military training with particular emphasis on peace support operations. Participants will typically include 20-30 senior military (lieutenant colonels, colonels, general officers) and civilian defense officials. After the Training Strategy Conference 2-3 selected participants meet with the contractor to codify the conference discussions into a Strategic Training Action Plan. The Strategic Training Action Plan is subsequently submitted to the host military Chief of Staff for approval.
- (2) Providing classroom and field instruction, seminars and workshops overseas in foreign countries to be determined. The courses typically include:
- a. Essential Methods of Instruction (EMI) Course, Typically a five-day course focused on developing instructional and training skills for trainers. Intended participants include future trainers as well as designated battalion officers and non-commissioned officers.
- b. Training Planning, Management and Development (TPMD) Course. Typically a five-day course designed to assist a battalion commander and his staff develop a battalions Mission Essential Task List for peace support operations. Intended participants include the battalion commander, battalion staff officers, company commanders and trainers (individuals designated to participate in the train-the-trainer process so that they will be trainers in the future). The TPMD is designed to be the first event for each battalion that goes through the peace support operations training sequence.
- c. Battalion Commander Mentorship (BCM). Typically following he TPMD course, one training expert normally spend as many as three days with the battalion commander to further develop the battalion's Mission Essential Task List.
- d. Command and Staff Operational Skills (CSOS) Training. Typically ten training days (two weeks) of instruction in the Military Decision Making Process as well as instruction on special command and staff operations in multinational peace support operations. Intended participants include the battalion commander, battalion staff, company commanders, trainers and other officers as designated by the battalion commander.

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- e. Peace Support Operations (PSO) Soldier Skills Field Training. Typically fifteen training days (three weeks) of instruction and practical application in the field focused on basic soldier skills and peace support operations skills for individual soldiers, squads, platoons and companies. The training culminates with a battalion level exercise. Intended participants include the entire battalion, including the battalion commander, battalion staff, all the officers and soldiers of the battalion and trainers. It shall include training the use of new equipment acquired or to be acquired for use in peace operations.
- (3) Developing and conducting Command Post Exercises with computer-assisted simulation (CPX/CAX) in foreign countries to be determined. The simulation shall be capable of supporting a minimum of 20 teaching workstations and the background workstations necessary for managing the simulation exercise. The simulation shall be real time, capable of processing 200 individual inputs per 8 hour period and designed to simulate peace-support operations in multinational situations in a range of levels of hostility. This includes but is not limited to:
- a. Command Post Exercise (CPX). Immediately following the CSOS training, typically a five-day command post exercise will provide practical application for the training objections of CSOS. The CPX will provide the battalion commander and his staff with the opportunity to practice the Military Decision Making Process resulting in a battalion operations order for a peace support operations scenario. Intended participants include the battalion commander, battalion staff and company commanders.
- b. Computer Assisted Command Post Exercise (CAX). Immediately following the CPX, typically a five-day computer-assisted simulation exercise that provides the battalion commander, the battalion staff and company commanders the opportunity to conduct real-time command and staff operations in a peace support operation scenario.
- (4) Develop the CPX/CAX. The contractor shall:
- a. Assist in concept development for brigade and battalion level command post exercises that teach concepts of planning for and the deployment of forces in peace support situations.
- b. Using a computer-based simulation program, write and develop CPX/CAX scenarios that will include peace support and humanitarian relief operations.
- c. Research participating country data, determine exercise parameters, identify scenarios, and input into CAX module.
- d. Submit draft simulation scenarios and country-specific variables to USG representative for approval at least six weeks prior to each CPX/CAX training event, with the final version prepared no later than two weeks prior to each CPX/CAX event.
- e. Assure capability for simultaneous distributed parallel gaming in multiple (estimated two to three) African countries when required.
- f. Integrate non-governmental organizations, international organizations, and private-voluntary organizations into CPX/CAX scenarios and gaming.
- g. Assist the partner country in determining unit organization and equipment to include in the CAX scenario and meet with the African unit commanders to determine specific CPX/CAX training objectives.
- h. Create the CPX/CAX scenario and accompanying operational directives. This will include producing an event list used to manage and drive the exercise, a simulation control plan that details CPX/CAX configuration and contractor training assignments, and a collection plan

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of host nation strengths and weaknesses observed during the exercise to support the afteraction review (AAR).

- i. Acquire, develop, and refine simulated digital terrain, as directed, and build and maintain the requisite database.
- j. Establish methods of measuring the effectiveness of each training event, to be included in the written AAR. Submit proposed measures to the government for review and approval at least six weeks prior to each training event.
- k. Provide skilled personnel with appropriate foreign language capabilities to conduct training.
- 1. Mentor, guide, and instruct CPX/CAX participants.
- (5) Conduct the CPX/CAX.

The Contractor shall:

- a. Conduct equipment configuration tests and make modifications as necessary to ensure scenario viability and proper simulation of the participating military units.
- b. Deploy personnel in a cost-effective manner that minimizes costs and minimizes time deployed. Contractor will ensure sufficient qualified personnel are on-site for all aspects of CPX/CAX events.
- c. Conduct a pre-exercise familiarization session for U.S. military trainers, as needed, to demonstrate the simulation system and jointly review the planned exercise events.
- d. Conduct a CPX/CAX that typically covers a total of two weeks of 8 to 12-hour days, with the CPX conducted during Week One and the CPX with embedded CAX occurring in Week Two.
- e. Provide supporting documentation that will facilitate an effective AAR discussion at the conclusion of the CAX. Assist the host nation's senior participant to conduct an After Action Review (AAR).
- f. Submit a written AAR, within two weeks of event completion, to the USG representative, describing and reviewing the actual outcomes of the exercise.
- g. Update and deliver to the USG each training package and incorporate lessons learned at the conclusion of each task or training event.
- B. Program Support/Labor:
- (1) The contractor shall provide sufficient supervision for the trainers, and closely monitor the precise amount and type of training provided, including the numbers of trainers, the numbers of soldiers trained, and the type and duration of training.
- C. Supplies & Equipment
- (1) Producing, acquiring and shipping required training materials and equipment. The contractor shall produce, ship and provide individually-tailored training materials appropriate to each training activity and country. If the training takes place in a language other than English, the contractor shall provide training materials in the language of instruction. The contractor shall work in close collaboration with PM/PPA, and other State Department designated officials as well as with the host country concerned in determining the type and amount of equipment required for training activities as well as equipment required for the eventual deployment of units trained in peace operations.

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V. Personnel Requirements/Qualifications:

The contractor shall select and train qualified personnel. Personnel shall meet the following requirements:

- 1. Personnel are required to have a SECRET security clearance.
- 2. Personnel assigned as Classroom and CPX/CAX Instructors, Facilitators, Observers, Controllers, and Analysts will have pertinent expertise to conduct their assigned duties. The Government reserves the right to disapprove or remove any personnel at the Contracting Officer Representative's (COR) discretion.
- 3. The contractor will ensure there are sufficient numbers of instructors and other training personnel fluent in English, French, or Portuguese depending on the training event's language requirements, as designated by the U.S. Government. The contractor may provide qualified on-site translators if required.
- 4. The contractor shall provide to the USG a copy of each key personnel's resume and a description of the position for which the individual is being considered for approval by the COR to work on the contract.
- 5. Instructors and key personnel must be qualified, experienced and able to instruct or mentor high-ranking military and government officials from countries and regional organizations.

VI. Reports:

The Contractor shall submit the following reports as detailed below:

Title: Monthly Task Order Report(s).

Description: Contractor shall address its progress in meeting the goals and objectives of task order(s). This shall include a summary of costs, training schedule, number trained and problems encountered.

Date: 7th working day of every month

Title: Quarterly Performance Report.

Description: This report shall include an assessment of completed and active task orders.

Each completed task should show the corresponding paid invoice.

Date: No later than NLT the 7th working day after the end of the quarter

Title: Final Task Order Report.

Description: This report shall show a brief description of each task order (number trained, schedule, etc.), the corresponding invoice and show whether the invoice is paid. Contractor shall submit a report detailing task order accomplishments and challenges. This shall contain recommendations for future actions.

Date: NLT the 7th working day after task order completion.

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SECTION D -- PACKAGING AND MARKING

D.1 D-003 PACKING OF SUPPLIES FOR DOMESTIC SHIPMENT MAY 1995

Supplies shall be packed for shipment in a manner that will ensure acceptance by common carriers and safe delivery at destination.

D.2 D-004 PACKING LIST(S)

MAY 1995

A packing list or other suitable shipping document shall accompany each shipment and shall include the following information:

- (a) Name and address of consignor;
- (b) Name and address of consignee;
- (c) Government contract number (and delivery order number, if used);
- (d) Government bill of lading number covering the shipment, if any; and
- (e) Description of the items shipped, including item number, quantity, number of containers, and package number, if any.

D.3 D-005 WARRANTY NOTIFICATION

MAY 1995

In accordance with FAR 46.706(b)(5), the Contractor shall stamp or mark the supplies delivered, or otherwise furnish notice with the supplies, of the existence of a warranty, if any. Sufficient information shall be presented for supply personnel and users to identify warranted supplies. Warranty information shall include the terms and duration of the warranty and the name and telephone number of the Contracting Officer to be notified if the supplies are found to be defective.

D.4 D-002 MARKING OF REPORTS

MAY 1995

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (a) Name and business address of the Contractor;
- (b) Contract number and delivery order number, if applicable;
- (c) Date of report; and
- (d) Program office(s).

D.5 D-001 DATA PACKAGING REQUIREMENTS

NOVEMBER 1996

- (a) All unclassified data shall be prepared for shipment in accordance with best commercial practices.
- (b) Classified reports, data, and documentation shall be prepared for shipment in accordance with the National Industrial Security Program Operating Manual (DOD 5220.22-M).

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SECTION E -- INSPECTION AND ACCEPTANCE

E.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

Clause	Title	Date
52.246-03	Inspection Of Supplies Cost-Reimbursement	May 2001
52.246-04	Inspection Of Services- Fixed Price	August 1996
52.246-15	Certificate of Conformance	April 1984
52.246-02	Inspection Of SuppliesFixed Price	August 1996
52.246-16	Responsibility for Supplies	April 1984

E.2 E-004 INSPECTION AND ACCEPTANCE - SERVICES MAY 1995

Inspection and acceptance of the services to be provided hereunder shall be made by the Contracting Officer's Representative.

E.3 FILE QUALITY ASSURANCE SURVEILLANCE PLAN.DOC

I. QUALITY ASSURANCE SURVEILLANCE PLAN

The Government Quality Assurance Surveillance Plan (QASP) will be negotiated with the contractor based on the technical approach. The contractors proposed quality assurance plan and performance metrics will be incorporated. See Section L for proposal requirement.

II. Incentives:

It is anticipated that more than one offeror may qualify as a contactor under the terms of this contract. The demonstrated ability to meet or exceed performance standards under each task order awarded and executed under this contact shall form a prime basis for decisions of further awards of task orders.

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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

Clause	Title	Date
52.242-15	Stop-Work Order	August 1989

F.2 F-001 FINAL REPORT

MAY 1995

- (a) "Draft Final Report"--The Contractor shall submit three copies of the draft final report to the Program Office 45 days before contract expiration. The Contractor shall furnish to the Contracting Officer a copy of the letter transmitting the draft. The draft shall be typed double-spaced or space-and-a-half and shall include all information required in the final report. The Government will review the draft for approval or disapproval and provide a response to the Contractor within 30 calendar days after receipt. If the Government does not provide a response within the allotted review time, the Contractor shall immediately notify the Contracting Officer in writing.
- (b) "Final Report"--The Contractor shall deliver the final report. Distribution shall be as follows:

No. of Copies Addressee

1 Contracting Officer

2 Contracting Officer's Representative

F.3 F-006 PERIOD OF PERFORMANCE

MAY 1995

This contract shall be effective on the date of the Contracting Officer's signature, and shall remain in effect one year from contract award plus any options that are exercised.

F.4 F-007 PLACE OF PERFORMANCE

MAY 1995

The principal place of performance for this contract shall be:

As specified in task orders

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 G-002 CONTRACT ADMINISTRATION DATA

JULY 2001

Contracting Officer: Colleen M. Kosar

Contract Administrator: Brian Carper

Telephone Number: (703) 875-5238 Facsimile Number: (703) 875-7370

First Class Mailing: U.S. Department of State

Office of Acquisition Management P.O. Box 9115, Rosslyn Station Arlington, Virginia 22219

Courier or Hand Delivery: U.S. Department of State

Office of Acquisition Management

Room 500

1701 N. Ft. Myer Drive Arlington, Virginia 22209 (Visitor's entrance via 17th Street)

Contracting Officer's

Representative (COR): TBD - The contractor will be notified by letter of COR Designation

G.2 G-010 TASK ORDERS

NOVEMBER 1996

- (a) Task order proposal requests shall be issued in writing to the Contractor by the Contracting Officer and will describe the specific support required by the Department of State. A Task Order Request is a request for proposal; it is not a Task Order and does not authorize performance.
- (b) Each Task Order Request will include, at a minimum:
 - (1) A description of the work to be performed;
 - (2) Reporting, briefings, and/or other deliverable requirements; and
 - (3) The estimated period of performance or required completion date.
- (c) The Contractor shall, within ten working days of the receipt of a Task Order Request, submit a written technical proposal and a separate detailed cost proposal. A cost proposal shall include the following, as applicable:
 - (1) The required number of labor hours by labor classification and labor rates;
 - (2) Overtime hours and rates by labor category;
 - (3) Direct material, travel, subsistence, and similar costs;
 - (4) Dollar amount and type of any proposed subcontract(s);

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- (5) Total estimated price; and,
- (6) Proposed completion or delivery dates.
- (d) The COR shall review the proposal and forward his/her written recommendations, along with a copy of the proposal, to the Contracting Officer. Following successful negotiations of the Contractor's proposal, the Contracting Officer shall issue a written Task Order to the Contractor providing the necessary funding and authorizing the Contractor to begin work.
- (e) The Government shall not be obligated to pay the Contractor any amount in excess of the total Task Order amount, and the Contractor shall not be obligated to continue performance if to do so would exceed the total Task Order amount.

(f) Task Order Pricing

Contractors shall seperately price each specific task and each unit to be trained. The specific tasks required and number of units to be trained will be detailed in the task order request (TOR). The Contractor awarded a task order from a TOR is only authorized to incurr costs to line items that have been funded.

(g) Fair opportunity

- 1. In accordance with the Federal Acquisition Streamlining Act (FASA) and FAR 16.505(b), the Contracting Officer (CO) will give all awardees a "fair opportunity" to be considered for each order in excess of \$25,000 unless one of the conditions in paragraph (2) below applies.
- 2. Exceptions to Fair Opportunity Consideration. Awardees will not be given a fair opportunity to be considered for requirements which are expected to exceed \$25,000 when the Contracting Officer determines one of the following conditions apply:
- (i) The agency need for such services is of such urgency that providing such opportunity would result in unacceptable delays;
- (ii) Only one such awardee is capable of providing such services required at the level of quality required because the services ordered are unique or highly specialized;
- (iii) The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to a task order already issued under this contract, provided that all multi-awardees were given fair opportunity to be considered for the original order; or
 - (iv) It is necessary to place an order to satisfy a minimum guarantee.
- 3. In accordance with FAR 16.5, when an exception to the fair opportunity to be considered exists, the task order will be processed as a sole-source procurement, including a sole-source justification, a request to the sole-source provider for a proposal, cost and pricing data where applicable, negotiation and award. Unaffected IDIO holders will not be notified of the exception.

G.3 G-001 ORDERING PROCEDURES

NOVEMBER 1996

(a) In accordance with FAR 52.216-18 "ORDERING," the following individuals and activities are authorized to issue delivery orders or task orders hereunder:

Department of State Contracting Officer

- (b) Orders placed under this contract will contain the following information:
 - (1) Date of order;
 - (2) Contract number and order number:
 - (3) Item number and description, quantity, and unit price;
 - (4) Delivery or performance date;
 - (5) Place of delivery or performance (including consignee);
 - (6) Packaging, packing, and shipping instructions, if any;

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	(7) (8) (9)	Accounting and appropri	iation data; s), applicable to the order, if any; and		
(c) Issuance of	f orders b	y facsimile is authorized in	accordance with FAR 52.216-18 "ORDERING."		
G.4 242-	70S		CONTRACTING OFFICER'S (ACQ STANDARD FORMAT)	SEPTEM	MBER 1999
DOSAR 652.2	42-70 C	ONTRACTING OFFICE	R'S REPRESENTATIVE (AUG 1999) (ACQ S	STANDARD F	ORMAT) (09/99)
action for the C (COR). Such c	Contractir designatio	ng Officer under this contraction(s) shall specify the scope	writing one or more Government employees, by act. Each designee shall be identified as a Contract and limitations of the authority so delegated; pross the COR is a warranted Contracting Officer and	cting Officer's lovided, that the	Representative designee shall not
` /		be identified in accordance gned by the Contracting Of	with Section G of this contract, "CONTRACT Afficer.	ADMINISTRAT	ΓΙΟΝ DATA" by ε
G.5 232-7	71V		VOUCHER SUBMISSION (COST) (ACQ VARIATION)	SEPTEN	MBER 1999
DOSAR 652,2	32-71 V	OUCHER SUBMISSION	(COST-REIMBURSEMENT) (AUG 1999) (A	CQ VARIATI	ON) (09/99)
necessary per F the cumulative original and the referenced in S	FAR 52.2 costs to c ree copies ection G abmitted t	32-25, "PROMPT PAYMEI date. The Contractor shall as of each voucher shall be so of this contract under "CON to the Contracting Officer as	onthly basis, an original and four copies of each v NT," the voucher items shall show the elements of also provide copies of time sheets which support ubmitted to the Contracting Officer's Representation NTRACT ADMINISTRATION DATA." One co t the address referenced in Section G of this cont	of cost for the b the number of l tive (COR) at the ppy of the vouch	illing period and nours worked. An ne address ner shall be
		nittance Address. Payment nte remittance address is spe	shall be made to the Contractor's address as spececified below:	cified on the cov	ver page of this
G.6 232-	70S		PAYMENT SCHEDULE AND INVOICED-PRICE) (ACQ STANDARD	E SEPTEN	MBER 1999

DOSAR 652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999) (ACQ STANDARD FORMAT) (09/99)

(a) General. The Government shall pay the Contractor as full compensation for all work required, performed and accepted under this contract, inclusive of all costs and expenses, the firm-fixed-price stated in the Schedule of each task order issued under contract.

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(b) RESERVED

(c) Invoice Submission. Invoices shall be submitted in an original and three copies to the office identified in Block 10 of the SF-26, Block 23 of the SF-33, or Block 18b of the SF-1449, except that invoices for services shall be submitted to the Contracting Officer's Representative (COR) at the address referenced in Section G of this contract under "CONTRACT ADMINISTRATION DATA." One copy of the invoice shall be concurrently submitted to the Contracting Officer at the address referenced in Section G of this contract under "CONTRACT ADMINISTRATION DATA." To constitute a proper invoice, the invoice must include all items per FAR 52.232-25, "PROMPT PAYMENT."

(d) contract	Contractor Remittance Address. Payment shall be made to the Conunless a separate remittance address is specified below:	stractor's address as specified on the cover page of this
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		_

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 H-005 CONTRACTOR COMMITMENTS, WARRANTIES AND MAY 1995 REPRESENTATIONS

Any written commitment by the Contractor within the scope of this contract shall be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment shall render the Contractor liable for liquidated or other damages due to the Government under the terms of this contract. For the purpose of this clause, a written commitment by the Contractor is limited to the proposal submitted by the Contractor, and to specific written modifications to the proposal. Written commitments by the Contractor are further defined as including (1) any warranty or representation made by the Contractor in a proposal as to hardware or software performance; total systems performance; and other physical, design, or functional characteristics of equipment, software package or system, or installation date; (2) any warranty or representation made by the Contractor concerning the characteristics or items described in (1) above, made in any publications, drawings, or specifications accompanying or referred to in a proposal; and (3) any modification of or affirmation or representation as to the above which is made by the Contractor in or during the course of negotiations, whether or not incorporated into a formal amendment to the proposal.

H.2 H-015 GOVERNMENT-FURNISHED PROPERTY

MAY 1995

Notwithstanding any term or condition of this contract to the contrary, the Government will provide only that property set forth below for use in the performance of this contract.

Description
Software JANUS (not required to be utilized)

Software JCATs (not required to be utilized)

The government will provide sample programs of instruction for Command and Staff Operations Skills Training and Peace Support Operations Soldier Skills Training to the winning contractor(s). These programs of instruction were developed for the African Contingency Operations Training and Assistance Program and shall not be considered finished products for the Global Peace Operations Initiative. Rather, these programs of instruction may be used as source material for the development of programs of instruction required by this request for proposal. Not all locations will have this and all Property available will be listed in task order requests.

H.3 H-016 KEY PERSONNEL

FEBRUARY 1996

(a) The Contractor shall assign to this contract the following key personnel:

LABOR CATEGORY

NAME

Program Manager

[Names to be inserted by Offeror at time of proposal submission.]

(b) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer. During the first ninety days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment.

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- (c) All proposed substitutes shall meet or exceed the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five days, or ninety days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:
 - (1) an explanation of the circumstances necessitating the substitution;
 - (2) a complete resume of the proposed substitute; and
- (3) any other information requested by the Contracting Officer to enable him to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

H.4 H-020 SAFEGUARDING OF INFORMATION

MAY 1995

The Contractor and its employees shall exercise the utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this contract which has not been made public, except in the necessary performance of their duties or upon written authorization of the Contracting Officer. All documents and records (including photographs) generated during the performance of work under this contract shall be for the sole use of and become the exclusive property of the U.S. Government. Furthermore, no article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of work performed under this contract shall be published or disseminated through any media without the prior written authorization of the Contracting Officer. These obligations do not cease upon the expiration or termination of this contract. The Contractor shall include the substance of this provision in all contracts of employment and in all subcontracts hereunder.

H.5 H-024 NONPAYMENT FOR UNAUTHORIZED WORK

MAY 1995

No payments will be made for any unauthorized supplies or services, or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of his own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and/or conditions of this contract.

H.6 H-025 TECHNICAL DIRECTION

MAY 1995

- (a) Performance of the work hereunder shall be subject to technical instructions, whether oral or written, issued by the Contracting Officer's Representative specified in SECTION G of this contract. As used herein, technical instructions are defined to include the following:
- (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, change work emphasis, fill in details or otherwise serve to assist in the Contractor's accomplishment of the Statement of Work.
- (2) Guidance to the Contractor which assists in the interpretation of drawings, specifications or technical portions of work description.
- (b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to:
 - (1) assign additional work under the contract;
 - (2) direct a change as defined in the "Changes" clause of this contract;
- (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or
 - (4) change any of the terms, conditions or specifications of the contract.
- (c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten working days after the receipt of any

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such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the (d) contractual work statement which is not affected by the disputed technical instruction.

H.7 H-027WARRANTY

MAY 1995

At a minimum, the Contractor shall warrant supplies provided under this contract in accordance with the Warranty Clause in SECTION I of this contract. To the extent that the manufacturer's warranty for these items exceeds the requirements of this clause, the manufacturer's warranty shall apply; and a copy of the warranty shall be attached to this contract at SECTION J. This warranty shall in no way impair or diminish the rights of the Government under any other clause of this contract.

H.8 H-029 SMOKE-FREE WORKPLACE NOTICE

MAY 1995

- The Department of State has been designated a smoke-free workplace. (a)
- Definitions. "Smoking" means a lighted cigar, cigarette, pipe or other tobacco product. "Smoking Areas" means those (b) designated exterior spaces where the smoking of tobacco products is permitted.
- Applicability. The Smoke-Free Workplace policy applies to all occupants of the Main State Complex; as well as all (c) Department of State occupied space in other domestic buildings, whether owned, rented or leased, and to all Department of State owned, rented, or leased vehicles.
- (d) Policy. It is the policy of the Department of State to promote a healthy environment. Accordingly, the Department has adopted a policy prohibiting smoking in the interior of all domestic buildings and facilities effective August 1, 1993.

H.9 H-031SECURITY REQUIREMENTS

SEPTEMBER 1999

- (a) A facility security clearance at the Secret level is required for contract performance in accordance with the DD Form 254, Department of Defense Contract Security Classification Specification, attached to this contract.
- (b) Since it will be necessary for some Contractor personnel to have access to classified material and/or to enter into areas requiring a security clearance, each Contractor employee requiring such access must have an individual security clearance commensurate with the required level of access prior to contract performance. Individual clearances shall be maintained for the duration of employment under this contract, or until access requirements change.
- (c) The Contractor shall obtain a Department of State building pass for all employees performing under this contract who require frequent and continuing access to Department of State facilities in accordance with DOSAR 652.237-71 "IDENTIFICATION/BUILDING PASS."
- (d) Performance of this contract shall be in accordance with the attached DD Form 254, Department of Defense Contract Security Classification Specification and FAR 52.204-2 "SECURITY REQUIREMENTS."
- (e) Classified material received or generated in the performance of this contract shall be safeguarded and disposed of in accordance with the National Industrial Security Program Operating Manual (DOD 5220.22-M).

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- (a) The Contractor warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- (b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take to avoid or mitigate the actual or potential conflict.
- (c) If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts.

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SECTION I -- CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. U	pon
request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically	at
this/these address(es):	

[Insert one or more Internet addresses]

Clause	Title	Date
52.202-01	Definitions	July 2004
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-06	Restrictions On Subcontractor Sales To The Government	July 1995
52.203-07	Anti-Kickback Procedures	July 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	January 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	June 2003
52.204-04	Printed or Copied Double-Sided on Recycled Paper.	August 2000
52.204-07	Central Contractor Registration	October 2003
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	January 2005
52.215-02	Audit and RecordsNegotiation	June 1999
52.215-08	Order of PrecedenceUniform Contract Format	October 1997
52.215-12	Subcontractor Cost or Pricing Data	October 1997
52.215-14 Alt I	Integrity of Unit Prices (Oct 1997) - Alternate I	October 1997
52.204-02	Security Requirements	August 1996
52.215-15	Pension Adjustments and Asset Reversions	October 2004
52.215-17	Waiver of Facilities Capital Cost of Money	October 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	July 2005
52.215-21 Alt I	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing DataModifications (Oct 1997) - Alternate I	October 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data Modifications	October 1997
52.215-13	Subcontractor Cost or Pricing DataModifications	October 1997
52.216-07	Allowable Cost and Payment	December 2002
52.219-04	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	July 2005
52.219-08	Utilization of Small Business Concerns	May 2004
52.219-09	Small Business Subcontracting Plan	July 2005
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	April 2002
52.222-29	Notification of Visa Denial	June 2003
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of	December 2001

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	the Vietnam Era, and Other Eligible Veterans	
52.222-36	Affirmative Action For Workers with Disabilities	June 1998
52.223-14	Toxic Chemical Release Reporting	August 2003
52.227-03	Patent Indemnity	April 1984
52.228-03	Worker's Compensation Insurance (Defense Base Act)	April 1984
52.228-04	Worker's Compensation and War-Hazard Insurance Overseas	April 1984
52.229-06	TaxesForeign Fixed-Price Contracts	June 2003
52.229-08	TaxesForeign Cost-Reimbursement Contracts	March 1990
52.230-02	Cost Accounting Standards	April 1998
52.230-06	Administration of Cost Accounting Standards (Apr 2005)	November 1999
52.232-01	Payments	April 1984
52.232-01	Extras	April 1984
52.232-17	Interest	June 1996
52.232-18	Availability Of Funds	April 1984
52.232-16	Limitation Of Funds	April 1984
52.232-23	Assignment Of Claims	January 1986
52.232-25	Prompt Payment	October 2003
52.232-33	Payment by Electronic Funds Transfer-Central Contractor	October 2003
32.232-33	Registration	October 2003
52.233-03	Protest After Award	August 1996
52.237-03	Continuity Of Services	January 1991
52.242-01	Notice of Intent to Disallow Costs	April 1984
52.242-02	Production Progress Reports	April 1991
52.242-03	Penalties for Unallowable Costs	May 2001
52.242-04	Certification of Final Indirect Costs	January 1997
52.242-13	Bankruptcy	July 1995
52.243-01	ChangesFixed Price	August 1987
52.243-02	ChangesCost-Reimbursement	August 1987 August 1987
52.244-05	Competition In Subcontracting	December 1996
52.244-06	Subcontracts for Commercial Items	December 2004
52.245-01	Property Records	April 1984
52.245-02	Government Property (Fixed Price Contracts)	May 2004
52.245-03	Identification of Government-Furnished Property	April 1984
52.245-19	Government Property Furnished "As Is"	April 1984
52.246-23	Limitation Of Liability	February 1997
	· · · · · · · · · · · · · · · · · · ·	-
52.246-25	Limitation Of LiabilityServices	February 1997
52.249-04	Termination for Convenience of the Government (Services) (Short Form)	April 1984
52.249-06	Termination (Cost-Reimbursement)	May 2004
		 '
52.249-08	Default (Fixed-Price Supply and Service)	April 1984
52.219-16 52.219-25	Liquidated Damages-Subcontracting Plan	January 1999 October 1999
32.219-23	Small Disadvantaged Business Participation Program -	October 1999
52 210 22	Disadvantaged Status Reporting Notice of Price Evaluation Adjustment for Small Disadvantaged	July 2005
52.219-23	Business Concerns	July 2005
52.225-05		January 2005
52.225-13	Trade Agreements Restrictions on Certain Foreign Purchases (MAR 2005)	March 2005
52.227-01	Authorization and Consent	July 1995
52.225-15	Sanctioned European Union Country End Products	February 2000
52.225-16	Sanctioned European Union Country End Froducts Sanctioned European Union Country Services	February 2000
		June 1987
52.227-14	Rights in DataGeneral	
52.229-03	Federal, State And Local Taxes	April 2003
52.232-09	Limitation On Withdrawing Of Payment	April 1984
52.232-08	Discounts For Prompt Payment	February 2002
52.237-02	Protection Of Government Buildings, Equipment, And	April 1984

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	Vegetation	
52.244-02	Subcontracts (Cost-Reimbursement and Letter Contracts)	August 1998
52.245-05	Government Property (Cost-Reimbursement, Time-And- May 2004	
	Materials, Or Labor Hour Contracts)	
652.243-70	Notices.	August 1999
52.227-02	Notice And Assistance Regarding Patent And Copy August 199	
	Infringement	
52.233-01 Alt I	Disputes (Jul 2002) - Alternate I	December 1991
52.248-01	Value Engineering	February 2000

I.2 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

APRIL 1984

Funds are not presently available for performance under this contract beyond September 30, 2006. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2006, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.3 52.216-19 ORDER LIMITATIONS

OCTOBER 1995

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor:
- (1) Any order for a single item in excess of \$7,000,000.00;
- (2) Any order for a combination of items in excess of \$14,000,000.00; or
- (3) A series of orders from the same ordering office within 15 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.4 52.216-22 INDEFINITE QUANTITY

OCTOBER 1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

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- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 6 months.

1.5 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES

OCTOBER 1997

- (a) The Contractor shall make the following notifications in writing:
- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall--
- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.6 52.216-18 ORDERING

OCTOBER 1995

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from from contract award to contract expiration.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

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(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.7 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT MARCH 2000

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

I.8 52.249-14 EXCUSABLE DELAYS

APRIL 1984

- (a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.
- (b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless--
- (1) The subcontracted supplies or services were obtainable from other sources;
- (2) The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and
- (3) The Contractor failed to comply reasonably with this order.
- (c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.

1.9 52.252-02 CLAUSES INCORPORATED BY REFERENCE

FEBRUARY 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far www.statebuy.gov

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I.10 52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES

APRIL 1984

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any DOSAR (48 CFR 6) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.11 652.242-73 AUTHORIZATION AND PERFORMANCE

AUGUST 1999

Authorization and Performance (Aug 1999)

- (a) The contractor warrants the following:
- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

I.12 652.228-71 WORKER'S COMPENSATION INSURANCE (DEFENSE AUGUST 1998 BASE ACT) - SERVICES

As prescribed in 628.309-70(b), insert the following clause:

Workers' Compensation Insurance (Defense Base Act) - Services (AUG 1999) (DEVIATION)

- (a) This clause supplements FAR 52.228-3. For the purposes of this clause, "covered contractor employees" includes the following individuals:
- (1) United States citizens or residents;
- (2) Individuals hired in the United States or its possessions, regardless of citizenship; and
- (3) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers' compensation laws.
- (b) The Contractor shall procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between the Department of State and the Department's DBA insurance carrier for covered contractor employees, unless the Contractor has a DBA self-insurance program approved by the Department of Labor. The Contractor shall submit a copy of the Department of Labor's approval to the contracting officer upon contract award, if applicable.
- (c) The current rate under the Department of State contract is \$6.45 per \$100 of compensation for services.
- (d) The Contractor shall insert a clause substantially the same as this in all subcontracts. The Contractor shall require that subcontractors insert a similar clause in any of their subcontracts.
- (e) Should the rates for DBA insurance coverage increase or decrease during the performance of this contract, the contracting officer shall modify this contract accordingly.

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- (f) The Contractor shall demonstrate to the satisfaction of the contracting officer that the equitable adjustment as a result of the insurance increase or decrease does not include any reserve for such insurance. Adjustment shall not include any overhead, profit, general and administrative expenses, etc.
- (g) Section 16 of the State Department Basic Authorities Act (22 U.S.C. 2680a), as amended, provides that the Defense Base Act shall not apply with respect to such contracts as the Secretary of States determines are contracts with persons employed to perform work for the Department of State on an intermittent basis for not more than 90 days in a calendar year. "Persons" includes individuals hired by companies under contract with the Department. The Procurement Executive has the authority to issue the waivers for these Contractor employees. For those employees, the Contractor shall provide workers' compensation coverage against the risk of work injury or death and assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention.

I.13 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN

AUGUST 1999

Competition Advocate/Ombudsman (Aug 1999) (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1680, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the preaward and postaward phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Vincent Chaverini at 703-875-6645. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

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SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

TITLE	DATE	PAGES
Disclosure of Lobbying Activities (SF LLL)	N/A	2
DD Form 254, Department of Defense Contract Security Classification Specification	11/01/05	8
Task Order Request Sample	N/A	7

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SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in
full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions
may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text
of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its
quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

Clause	Title	Date
52.237-08	Restriction on Severance Payments to Foreign Nationals	August 2003

K.2 52.204-08 ANNUAL REPRESENTATIONS AND CERTIFICATIONS JANUARY 2005

- (a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
 - [] (i) Paragraph (b) applies.
- [] (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certification in the solicitation.
- (b) The offeror has completed the annual representations and certification electronically and via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the late 12 months, are current, accurate, complete and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certification posted on ORCA.

certification posted on ORCA.

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- (a) The Offeror certifies, to the best of its knowledge and belief, that it "is," is not aware of any information bearing on the existence of any potential organizational conflict of interest, as defined in FAR 9.501, which relates to the work to be performed pursuant to this solicitation. As used herein, "Offeror" means the proposer or any of its affiliates or proposed consultants or subcontractors of any tier.
- (b) If the Offeror is aware of any such information, the Offeror shall provide a disclosure statement as part of its proposal which describes in a concise manner all relevant facts concerning any past, present, or planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder and bearing on whether the Offeror may have a potential organizational conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair competitive advantage. The Offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such organizational conflict.
- (c) The Government will review the statement submitted and may require additional relevant information from the Offeror. All such information, and any other relevant information known to the Government, will be used to determine whether an award to the Offeror may create an organizational conflict of interest. If an organizational conflict of interest is found to exist, the Government may
 - (1) impose appropriate conditions which avoid such conflict,
 - (2) disqualify the Offeror, or
- (3) determine that it is otherwise in the best interest of the United States to contract with the Offeror by including appropriate conditions mitigating such conflict in the resultant contract.
- (d) Offerors should refer to FAR Subpart 9.5 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.
- (e) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

K.4 ID#K-001 ARAB LEAGUE BOYCOTT OF ISRAEL (12/97)

DECEMBER 1997

(a) Definitions. As used in this provision:

"Foreign person" means any person other than a United States person as define below.

"United States person" means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

- (b) Certification. By submitting this offer, the Offeror certifies that it is not:
- (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407 (a)) prohibits a United States person from taking, or
- (2) Discriminating in the award of subcontracts on the basis of religion.

K.5 ID#K-006 CERTIFICATION OF STATUS AS A MINORITY BUSINESS JANUARY 1996 ENTERPRISE (01/96)

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The Bidder/Offeror/Supplier certifies it 'is, 'is not a minority business enterprise which is defined as a business which is at least 51 percent owned by one or more minority individuals or, in the case of publicly owned business, at lease 51 percent of its voting stock is owned by one or more minority individuals, whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority individuals are:

- 'Black Americans
- 'Hispanic Americans
- 'Native Americans
- ' Asian Pacific Americans
- 'Other groups whose members are U.S. citizens and are found to be disadvantage by the Small Business Administration pursuant to Section 8 (d) of the Small Business Act, as amended (15 USC 637 (d), or the Secretary of Commerce.

Questions concerning this provision should be addressed to Ms. Durie White, Operation Director, Department of State Small and Disadvantaged Business Utilization Office. Telephone (703) 875-6824. Authority: PIB 96-9

K.6 52.230-01 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION

JUNE 2000

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

- (a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1
- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

- (c) Check the appropriate box below:
- [] (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

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Date of Disclosure Stateme	ent:		
Name and Address of Cog	nizant ACO or Federal C	Official Where Filed (POC, phone number and email):	
The offeror further certifie practices disclosed in the I	-	in estimating costs in pricing this proposal are consistent with the	he cost accounting
[] (2) Certificate of Previous	ously Submitted Disclosu	ire Statement.	
The offeror hereby certifie	s that the required Disclo	osure Statement was filed as follows:	
Date of Disclosure Stateme	ent:		
Name and Address of Cog	nizant ACO or Federal C		
The offeror further certifie practices disclosed in the a		in estimating costs in pricing this proposal are consistent with the tement.	he cost accounting
[] (3) Certificate of Mone	etary Exemption.		
2	, 0	er with all divisions, subsidiaries, and affiliates under common of subcontracts subject to CAS totaling \$50 million or more in the	The state of the s

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

[] (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

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award of a CAS-cove		more or if, during its current cost acc	this proposal is expected to result in the counting period, the offeror has been awarded
III. ADDITIONAL C	OST ACCOUNTING STAND	DARDS APPLICABLE TO EXISTIN	G CONTRACTS
		he contemplated contract would, in a e in established cost accounting pract	ccordance with subparagraph (a)(3) of the ices affecting existing contracts and
[] yes [] no			
K.7 ID#K-002	CERTIFICATION (0	5/95)	MAY 1995
I hereby certify that the	ne responses to the above repro	esentations, certifications, and other s	statements are accurate and complete.
Signature:			
Type Name:			
Title:			

Date:

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SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

Clause	Title	Date
52.215-01	Instructions to OfferorsCompetitive Acquisition	January 2004
52.215-16	Facilities Capital Cost of Money	June 2003
52.215-20	Requirements for Cost or Pricing Data or Information Other	October 1997
	Than Cost or Pricing Data	
52.222-24	Preaward On-Site Equal Opportunity Compliance Review	February 1999
52.222-46	Evaluation Of Compensation For Professional Employees	February 1993
52.214-34	Submission Of Offers In The English Language	April 1991
52.214-35	Submission Of Offers In U.S. Currency	April 1991
52.204-06	Data Universal Numbering System (DUNS) Number	October 2003

L.2 52.216-27 SINGLE OR MULTIPLE AWARDS

OCTOBER 1995

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

L.3 52.216-01 TYPE OF CONTRACT

APRIL 1984

The Government contemplates award of Indefinite Delivery Indefinite Quantity (IDIQ) type contract(s). Task orders shall be issued on a firm-fixed-price labor basis, supplies and equipment can be firm-fixed price or cost reimbursable, travel and DBA insurance shall be cost reimbursable only

L.4 L-010 USE OF NON-GOVERNMENT EVALUATORS

MAY 1995

(a) Contractor support services may be used to assist the Government in performing technical and/or cost evaluations of offeror's proposals. Support contractors, if used, will be authorized access only to those portions of the proposal data and discussions that are necessary to enable them to provide advice on specialized matters or on particular problems. Support contractors may participate as voting or non-voting members of a source evaluation board and may participate as technical advisors to a source selection board. However, in no event shall support contractors participate as voting members of any source selection board.

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L.5 52.233-02 SERVICE OF PROTEST

AUGUST 1996

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (1701 Ft. Myer Drive, Arlington, VA 22209) by obtaining written and dated acknowledgment of receipt from
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.6 52.219-24 SMALL DISADVANTAGED BUSINESS PARTICIPATION OCTOBER 2000 PROGRAM-TARGETS

- (a) This solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the contract. Credit under that evaluation factor or subfactor is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.
- (b) In order to receive credit under the source selection factor or subfactor, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately.

L.7 652.219-70 DEPARTMENT OF STATE SUBCONTRACTING GOALS MARCH 2000

As prescribed in 619.708-70, insert a provision substantially the same as follows:

DEPARTMENT OF STATE SUBCONTRACTING GOALS (APR 2004)

- (a) The offeror shall provide a Small, Small Disadvantaged, Small Woman-Owned, HUBZone Small, and Service-Disabled Veteran-Owned Small Enterprise Subcontracting Plan that details its approach to selecting and using Small, Small Disadvantaged, Small Woman-Owned, HUBZone Small, and Service-Disabled Veteran-Owned Small Business Enterprises.
- (b) For the fiscal year [insert appropriate fiscal year], the Department's subcontracting goals are as follows:

(1) Goal for subcontracting to SB:	40%
(2) Goal for subcontracting to SDB:	5%
(3) Goal for subcontracting to SWB:	5%
(4) Goal for subcontracting to HUBZone Firms:	3%
(5) Goal for subcontracting to SDVO:	3%

- (6) Omnibus goals (if applicable):
- (i) 10% to minority business
- (ii) 10% to small business

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As prescribed in 628.309-70(c), insert the following provision:

Defense Base Act Insurance Rates - Limitation (AUG 1999) (DEVIATION)

- (a) The Department of State has entered into a contract with an insurance carrier to provide Defense Base Act (DBA) insurance to Department of State covered contractor employees at a contracted rate. For the purposes of this provision, "covered contractor employees" includes the following individuals:
- (1) United States citizens or residents;
- (2) Individuals hired in the United States or its possessions, regardless of citizenship; and
- (3) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers' compensation laws.
- (b) In preparing the cost proposal, the bidder/offeror shall use the following rates in computing the cost for DBA insurance:

Services @ \$3.87 per \$100 of compensation; or Construction @ \$5.00 per \$100 of compensation.

(c) Bidders/offerors shall compute the total compensation (direct salary plus differential, but excluding per diem, housing allowance and other miscellaneous allowances) to be paid to covered contractor employees and the cost of the DBA insurance in their bid/offer using the foregoing rate. The DBA insurance cost shall be included in the total fixed price or estimated cost. The Department shall reimburse the DBA insurance costs directly to the Contractor.

L.9 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

FEBRUARY 1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.gsa.gov www.statebuy.gov

L.10 52.252-05 AUTHORIZED DEVIATIONS IN PROVISIONS

APRIL 1984

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any DOSAR (48 CFR Chapter 6) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

L.11 L-001 AMENDMENTS TO PROPOSAL

MAY 1995

Changes to the proposal by the offeror shall be shown on amended pages. Changes from the original page shall be indicated by a vertical line adjacent to the change, on the outside margin of the page. The date of the amendment should be shown on the lower right corner of the page.

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L.12 L-013 COMMUNICATION CONCERNING SOLICITATION

FEBRUARY 1996

Only the individual shown in Block 10 of the Standard Form 33, "Solicitation, Offer and Award," or the Contracting Officer, may be contacted regarding this solicitation. Communication concerning this solicitation with any other Government personnel, including contractor support personnel, is prohibited unless specifically authorized elsewhere herein. If such contact occurs, the Offeror making such contact may be excluded from award consideration.

L.13 L-002 PRE-PROPOSAL CONFERENCE

MAY 1995

- (a) A pre-proposal conference will be held with prospective offerors at 1:30 EST Macrh 22, 2006 in room 514 at SA-6 1701 N. Fort Meyer Drive, Arlington VA 22209.
- (b) The pre-proposal conference will be held for the purpose of providing information concerning the Government's requirements which may be helpful in the preparation of proposals and for answering any questions regarding this solicitation.
- (c) Attendance at the pre-proposal conference is recommended; however, attendance is not a prerequisite for proposal submission and will not be considered a factor in proposal evaluation.
- (d) The success of this conference depends largely on the lead-time available to the Government for research in connection with questions submitted by prospective offerors. Therefore, you are requested to mail written questions concerning any areas of uncertainty which, in your opinion, require clarification or correction, by close of business 20 calendar days after issuance of this solicitation. to ensure a timely response. Questions submitted after this date may not be addressed.
- (e) Questions should be submitted to: Brian Carper at CarperBM@state.gov . The email should be marked "Pre-Proposal Conference, RFP No. SAQMPD06R1005" A set of questions and answers will be furnished to all prospective offerors whether or not they are in attendance.
- (f) Because of space limitations, each prospective offeror will be limited to a total of two representatives.
- (g) Prospective offerors shall notify the Contract Administrator via email by March 15, 2006 if they plan to attend the preproposal conference. The notice shall specify the names of the attendees.

L.14 L-015 RESUMES

JULY 2001

- (a) The Offeror shall submit resumes for individuals that it reasonably expects to perform on the contract and shall notify the Contracting Officer as soon as possible if a proposed individual is no longer available.
- (b) Resumes should clearly demonstrate the degree of significant experience as it relates to the position qualifications stated in this solicitation. Significant experience is that specialized experience which includes direct involvement, was of sufficient duration to achieve a continuing expertise, and was of a level of responsibility appropriate to verify employment commitments. Resumes shall contain a signed statement that the individual grants permission for his/her resume to be submitted for consideration under Solicitation SAQMPD06R1005.
- (c) If resumes are provided for individuals not presently in your employ, your employment agreements with those individuals shall be provided with your proposal. Employment agreements must contain specific salary quotations (not salary ranges), and shall be signed within thirty days prior to the date for submission of proposals.
- (d) If final proposal revisions are requested, the Offeror shall identify any changes to personnel for whom resumes were submitted.

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L.15 FILE SECTION L PROPOSAL INSTRUCTIONS.DOC

I. PROPOSAL REQUIREMENTS

Offerors are required to submit an original and four (4) copies of the following in response to the solicitation:

Technical Volume I: Program Approach/Performance Plan

Technical Approach/Performance Plan

Quality Assurance Plan Key Personnel Resumes Past Performance

Sample Scenario (Technical Only)

Pricing/Cost Volume II:

Price Proposal

Sample Scenario (Pricing Only)

Small and Disadvantage Business Participation

Certifications and Representations

II. Volume I (Technical Information only):

A. Program Approach (25 page limit): Offerors shall show a clear understanding of the requirements as provided in Section C. Offerors shall provide a specific approach and any resources and expertise necessary to provide support for the requirement. This includes but is not limited to the list below:

- 1: Personnel. .
- 2: Cost, Schedule and Reporting. .
- 3: Acquisition and shipment of supplies and equipment.
- B. Technical approach (50 page limit): Offerors shall show a clear understanding of the requirements as provided in Section C. Offerors shall provide a specific approach and any resources and expertise necessary to provide support for the requirement. This includes but is not limited to the list below:
 - 1: Preparation and Planning for Training and Exercise Activities
 - 2: Develop/Provide Classroom and Field Instruction
 - 3: Develop/Provide Command Post Exercises with Computer-Assisted Simulation
- C. Quality Assurance Plan and Performance Metric (15 page limit): This program shall, at a minimum, address the following: Identification of personnel responsible for quality control, Processes utilized to meet and adhere to the requirement, Processes for identifying and evaluating quality problems, Processes for finding solutions and prevention of problems, Process for record keeping/tracking system problems and Procedures for overseeing subcontractor supplied services and products.

Failure to maintain the Quality Control Program in accordance with the plan submitted and approved by the Government may result in the Government's termination of the contract for default.

All requested quality control samples (for use by Government representatives) must be supplied at no additional cost to the Government.

D. Key Personnel (15 page limit): Offeror shall provide a key personnel resume(s). Resume(s) should clearly communicate the skills/qualifications, knowledge, and aptitudes of the individual. An employment history must be included that covers at least the most current 5 years of employment. Section L 015 Resumes provides additional information.

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- E. Past Performance (10 page limit): Describe the experience and capability of your organization/personnel in conducting similar work. Provide a summary of at least three (3) similar contracts/orders performed by your organization for the last three years. Include a brief description of the project, contract number, period of performance, contract amount, client identification including agency, point of contact information of the Contracting Officer and COR with current e-mail address and telephone number. The Government may contact other organizations or firms to obtain past performance information.
- F. Sample Scenario/Task Order Request (60 page limit): Attached in Section J is a sample task order request. Offeros shall provide a task order proposal in response to this request with all technical information requested. The Offeror shall include in the response a description of the CAX and CPX training schedule, concepts of operation of the CAX and CPX, roles and responsibilities of personnel involved with the CAX and CPX and a training schedule for all training events. This will assist is the evaluation of technical factors.
- G. Small and Disadvantaged Business Participation (5 page limit)
- H. Other Considerations (5 page limit): Record and discuss specific factors not included elsewhere which support your proposed approach to meeting or exceeding the contract measure and standard. Using specifically titled subparagraphs, items may include:
- Unique arrangements, equipment, etc.
- Other factors you feel are important and support your proposed approach.
- III. Volume II (Price/Cost Information Only):
- A. Schedule: Offerors must provide pricing information for the base period and all four option periods. Offerors not providing pricing information for all five contract years will not be considered for award. This is the only volume in which pricing information may appear. Offerors shall assume there are 10 training events per contract period. However, the complexity and size of training events will vary from country to country.
- B. Sample Task Order Request (20 page limit): Include a task order price proposal in response to the attached sample Task Order Request. This shall only contain pricing information which may include quantity of labor and prices of supplies. The instructions for this scenario are in the task order request.

C. Pricing table/Schedule format:

CLINI Desemble

CLIN	Description	Quantity	Unit	Unit Price
X001	Program Fixed Price Labor	TBD via Task Order (TO) As Proposed	\$
X001A	Labor Category as proposed	TBD via Task Order (TO) As Proposed	\$
X001B Etc.	Labor Category as proposed	TBD via Task Order (TO) As Proposed	\$
X002	Fixed Price Training Labor	TBD via Task Order (TO) As Proposed	\$
X002A	Labor Category as proposed	TBD via Task Order (TO) As Proposed	\$
X002B Etc.	Labor Category as proposed	TBD via Task Order (TO) As Proposed	\$
X003	Fixed Price Other Labor	TBD via Task Order (TO) As Proposed	\$
X003A	Labor Category as proposed	TBD via Task Order (TO) As Proposed	\$
X003B Etc.	Labor Category as proposed	TBD via Task Order (TO) As Proposed	\$
X004	Firm Fixed Price Supplies & Equipment	TBD via Task Order (TO Contract NTE Base Perio	·	TBD via TO \$4,000,000.00
X005	Reimbursable	TBD via Task Order		TBD via TO

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Supplies & Equipment Contract NTE Base Period \$4,000,000.00

X006 Travel TBD via Task Order TBD via TO
Contract NTE Base Period \$14,000,000.00

X007 DBA Insurance TBD via Task Order TBD via TO
Contract NTE \$625,000,00

- D. Small and Disadvantaged Business Participation (5 page limit) Subcontracting Plan
- E. Certification and Representations

IV. SUBMISSION REQUIREMENTS

All proposal documents shall be submitted as outlined below:

- paper form (one original and four copies) on white, untextured paper;
- 5 copies of Volume I (Technical) and 3 copies of Volume II (Price) on a 3.5", high-density diskette or CD formatted for Microsoft Office 2000 (or newer) and formatted for 8 1/2" by 11 " single-spaced print;
- page margins shall be one (1) inch on all sides;
- the type for all proposal documents (including charts and graphs) shall be black;
- the font shall be Times New Roman 12 pt; and,
- utilizing both sides of a page count as two page and shall be numbered accordingly.

Failure to submit proposals in compliance with these requirements may result in a determination that the proposal is non-compliant, which may eliminate the proposal from further consideration.

Documents shall be delivered as a single package and be marked with the Solicitation on the outside of the package.

All proposal documents shall be received no later than 10:00 a.m., Eastern Standard Time (EST), April 10, 2006. Depending on the mode of delivery, Offerors' responses should be addressed as follows:

U.S. Postal Service
Office of Acquisition Management
A/LM/AQM/IP, 5th Floor
P.O. Box 9115, Rosslyn Station
Arlington, VA 22219
Attn: Brian Carper

Handcarried, Courier, or Non-USPS Mail Service
U.S. Department of State
Office of Acquisition Management
Room 500
1701 N. Ft. Myer Drive

Arlington, VA 22209 Attn: Brian Carper

The U.S. Department of State shall not be obligated to pay any cost incurred by the Offeror in the preparation and submission of a proposal in response to the solicitation.

L.16 FILE ORAL DISCUSSIONS.DOC

Oral Discussions:

- a. The Contracting Officer will make arrangements for those offerors remaining within the competitive range to participate in oral discussions with the Government regarding their approach for fulfilling the objectives. The Contracting Officer will determine the date of discussion which will not be earlier than 10 calendar days after receipt of proposals.
- b. Government participants at the presentation may include the Selection Board Members, Contracting Officer, and other designated representative required. Offerors are limited to four attendees.

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- c. The discussions will provide for a robust dialog between the Government and each offeror's representative(s) to ensure the offeror's approach demonstrates a thorough understanding of the requirements, constraints, and risks. The offeror's plans to mitigate risk and other relevant factors associated with fulfilling this objective may be addressed. Notwithstanding the above, the ensuing dialog will be limited to the specific requirements of the RFP. It will not exceed four (4) hours.
- (d) The oral discussions will begin with the offeror presenting its operational approach. The discussions will be limited to the approach reflected within the offeror's performance plan/technical approach. Included may be the technical/operational rationale at the sub-task level that clearly explains staffing categories/levels in terms of team organization and the plans, processes, and methodologies to be employed to fulfill the objective, as well as ensure its fulfillment. As a minimum discussion may address: Key Personnel (identification and qualifications) assigned to the individual tasks; Planned use of any team members (i.e., subcontractor(s) and (or) consultants), including a description of how they will be used and managed; Estimated periods of performance for individual task(s); Delivery schedules for each deliverable proposed by the offeror.
- (e) The offeror's presentation shall be a stand-up briefing by a representative(s) of the offeror's team knowledgeable of the offeror's approach. The offeror shall use Microsoft PowerPoint as a visual aide to the presentation. The briefing charts shall sufficiently describe the offeror's proposed technical/operational approach to fulfilling the associated objective. The offeror shall provide a sufficient number of hard copies of the presentation so that each Government evaluator has his/her own copy. At least one electronic cop[y of the presentation shall be provided. The Government will provide the room only. The offeror must provide all equipment/materials necessary for its presentation.
- (f) The offeror shall demonstrate a working computer simulation of its CPX/CAX system. This presentation shall not exceed 45 minutes and counts as part of the four hour time limit. The oral presentation is not graded. However, failure to demonstrate a working computer based system during the Oral Presentation will be taken into account when evaluating the offerors capability to provide CPX/CAX exercises, Section M, Evaluation.
- (g) Organizational charts that clearly depict areas of responsibility and the flow of authority for and between each organizational element shall be provided. The charts should depict assigned functions, number of staff and any teaming and (or) subcontracting arrangements. The charts shall be designed to show functional relationships that exist between organizational elements and show if relationships differ from the flow of line authority. The charts shall depict all key personnel by name and title and all other personnel by labor category, unless the offeror can specifically identify the individuals assigned to those positions.
- (h) A brief description of the duties of all individuals shown on the organizational charts presented shall be provided. If the offeror proposes the use of any team members (i.e., subcontractors and (or) consultants) for the performance of work under this contract, the organizational structure description shall include a discussion of the team members and how they will be integrated into the offeror's organization for this contract.
- (i) The offeror shall describe its corporate structure, including teaming arrangements, if any,-and all corporate policies that will influence the operation of the contract. The offeror shall describe the autonomy of the offeror's senior program manager in terms of overall decision- making including the authority to contractually commit the company. The offeror shall state what percentage of the senior program manager's time will be spent on non-project specific work (e.g., briefing the applicable corporate management, preparing corporate paper work, and generally participating in corporate activities).
- (j) The offeror shall specifically identify (by name, address, and telephone number) any proposed team members. The offeror shall describe proposed teaming and subcontract arrangements including the reason for entering such arrangements, task partitioning methodology, and communication methods between and among team members. The offeror shall describe how team members will interface with the offeror, including the responsibilities and authority of the offeror's program management. The offeror shall describe how it will resolve problems and conflicts between and among team members. The offeror shall describe how increased costs to the Government from the use of team members will be minimized, including how competitive prices and rates will be maintained.
- (k) The offeror shall describe the locations, including rationale therefore, of the facilities to be used to support this contract including team member's facilities. The offeror shall state the distance of each of the proposed facilities in miles from the State Department's Main Building (i.e., 2201 C Street, Washington, DC).
- (1) The Government expects to receive the full benefit of the corporate resources and management commitments contained in the offeror's Performance Plan. Accordingly, the offeror shall describe the corporate resources that are committed to this contract, the extent to which they are committed, and those resources that can be made available to the contract as needed.

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SECTION M -- EVALUATION FACTORS FOR AWARD

M.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

Clause	Title	Date
52.217-05	Evaluation Of Options	July 1990
52.232-15	Progress Payments Not Included	April 1984

M.2 ID#M-003 BASIS FOR AWARD (05/95)

MAY 1995

The Government will make award to the responsible offeror (s) whose offer conforms to the requirements of the solicitation and is evaluated as being the most advantageous to the Government, cost or price and other factors considered. For this solicitation, technical merit is more important than cost or price. Award will not be automatically determined by numerical calculation or formula relationship between cost or price and technical merit. As technical merit of the offerors' proposals becomes more equal, the evaluated cost or price may become the determining factor. The Contracting Officer shall determine what trade-off between technical merit and cost or price promises the greatest value to the Government, cost or price and other factors considered.

M.3 FILE SECTION M EVALAUTIONFACTORS.DOC

Evaluation Factors:

The factors listed below are in descending order of importance and within each factor; any subfactors listed are in descending order of importance.

Factor A: Program Approach (In addition to the proposed program approach the sample scenario will be utilized to evaluate Factor A):

Subfactor 1: Personnel. This subfactor will be evaluated on the demonstrated ability to select and train a sufficient number of qualified personnel.

Subfactor 2: Cost, Schedule and Reporting. This subfactor will be evaluated on the demonstrated ability to implement cost, schedule and reporting procedures.

Subfactor 3: Acquisition and shipment of supplies and equipment.

Factor B: Technical approach (In addition to the technical approach the sample scenario will be utilized to evaluate Factor B):

Subfactor 1: Develop/Provide Command Post Exercises with Computer-Assisted Simulation

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Subfactor 2: Develop/Provide Classroom and Field Instruction

Subfactor 3: Preparation and Planning for Training and Exercise Activities

Factor C: Quality Assurance Plan

Factor D: Key Personnel

Factor E: Past Performance

Factor F: Price (In addition to the schedule the sample scenario will be utilized to evaluate price)

Factor G: Small and Disadvantaged Business Participation

Rating System:

A color-coded system will be utilized to evaluate proposals as follows:

Blue: The response is comprehensive and thorough and exceeds the requirements. The response indicates a deep and complete understanding of the technical requirements and demonstrates, in detail, how to accomplish the work. It provides innovative methods and/or techniques that could be of great benefit to the Department. The response is of exceptional merit with one or more major beneficial strengths. No deficiencies exist.

Green: A thorough response that fully meets the requirements. The response indicates a good understanding of the technical requirements and demonstrates how the work will be accomplished.

Yellow: The response demonstrates a basic understanding of the technical requirements for accomplishing the work but has some major weaknesses. These weaknesses can be corrected to fully meet the requirements

Red: The response had major deficiencies, significant omissions and does not comply with or fails to meet one or more requirements. The response indicates a lack of understanding of the requirements and how to accomplish the work. The response has significant weaknesses that cannot be corrected without substantial effort.